

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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C.C., an infant by her Mother and
Natural Guardian CATHERINE CANGIALOSI,
And CATHERINE CANGIALOSI, Individually,

Case No. 7:18-cv-11738-LMS

Plaintiffs,

**INFANT'S
COMPROMISE ORDER**

-against-

IMPERIAL TOY LLC and TARGET CORPORATION,

Defendants.

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Upon reading and filing the Affidavit of Catherine Cangialosi, mother and natural guardian of the Infant Plaintiff C.C., an infant, sworn to on the 31st day of July, 2020, the Affidavit of Frances Dapice Marinelli, Esq., sworn to on the 31st day of August, 2020, together with the exhibits attached thereto and the Affidavit of Brian N. Campolattaro, M.D., sworn to on the 3rd day of August, 2020, together with his office notes and upon all the pleadings and proceedings heretofore had herein,

NOW on motion of Frances Dapice Marinelli, Esq., of the firm of JOSEPH A. MARIA, P.C., attorneys for the Infant Plaintiff herein, it is

ORDERED that Catherine Cangialosi, as mother and natural guardian of C. C., an infant, is hereby authorized and empowered to enter into a compromise and settlement of the infant's claim against the Defendants in the amount of One Hundred Thirty Thousand (\$130,000.00) Dollars; *and it is further*

ORDERED that the Defendants shall pay the total settlement cost of One Hundred Thirty

Thousand (\$130,000.00) Dollars within twenty (20) days of the service of this signed order payable to Joseph A. Maria, P.C. as attorneys and Catherine Cangialosi as mother and natural guardian of C.C. which shall be disbursed as follows:

(1) the sum of Forty-One Thousand Five Hundred Eighty-Two and 90/100 (\$41,582.90) Dollars be paid to the law firm of JOSEPH A. MARIA, P.C., as attorneys for the Plaintiffs as and for its fees by Defendants; *and*

(2) the sum of ~~the sum of~~ Five Thousand Two Hundred Fifty-One and 32/100 (\$5,251.32) Dollars be paid to the law firm of JOSEPH A. MARIA, P.C. as and for disbursements incurred in the litigation of this matter; *and*

(3) the sum of Eleven Thousand Six Hundred Seventy-Eight and 64/100 (\$11,678.64) Dollars be paid to The Rawlings Company in satisfaction of its medical lien against Plaintiff for medical expenses paid through her Aetna Health Plan; *and*

(4) the sum of Seventy-One Thousand Four Hundred Eighty-Seven and 14/100 (\$71,487.14) Dollars be paid to Catherine Cangialosi, as mother and natural guardian of C.C., an infant, and an officer of The First Bank of Greenwich, said sum to be deposited in The First Bank of Greenwich located at 500 Westchester Avenue, Port Chester, New York 10573 and held for the sole use and benefit of said infant in an account which offers the highest interest in the name of Catherine Cangialosi jointly with an officer of the bank as provided hereinabove. No withdrawals shall be made from said account before the infant reaches the age of eighteen (18) years, except by further order of this court. When the infant Plaintiff reaches the age of eighteen (18) years of age, the said depository is directed to pay over, without further order of this Court or any other proceedings, to said infant Plaintiff, upon prior proof of age and identification, upon demand, all of the monies in aforesaid account, including principal and interest; *and it is further*

ORDERED that the causes of action asserted by Plaintiffs are discontinued with prejudice and without costs except as identified herein; *and it is further*

ORDERED that the filing of a bond by Catherine Cangialosi as mother and natural guardian be dispensed with.



Magistrate Judge Lisa Margaret Smith

Dated: September 14, 2020

